

PLEASE READ CAREFULLY BEFORE SIGNING

INFORMED ACKNOWLEDGMENT OF HAZARDS AND RISKS LIABILITY WAIVER & INDEMNIFICATION FORM

Class/Club/Activity_____Date(s)_____Location_____

You will be participating in the following class/club/activity (“Activity”):

I understand that the above described activity (Activity) has **foreseeable and unforeseeable hazards and risks**, including hazards and risks which cannot all be eliminated due to the nature of the Activity which may include **but is not limited to** falling from or being thrown off an animal; being trampled, stepped on, bitten, gored, stung, hit by, kicked, or otherwise injured by an animal; hazards related to traveling for class or club events; and hazards created by the use of equipment related to the activity such as falling from or being injured by a tractor or other power equipment, lacerations or punctures from sharp implements, etc; and other related incidents.

I understand that **participation in the Activity will expose me to these hazards and risks. I understand that I or another person may suffer injury** because of these hazards and risks, and these injuries may cause physical, emotional, economic, or non-economic harm to me or another person.

By signing this document, **I am making a voluntary and informed decision to expose myself to the hazards, risks, and injuries in any way caused by or related to my participation in the Activity.** I understand that it is my responsibility to learn about risks, hazards, and injury inherent to the Activity. I intend to learn about and follow all safety procedures. Also, I understand that if at any time I have concerns about safety, health, hazards, risks, or injury related to the Activity, then **it is my responsibility to inquire of knowledgeable persons about my concerns.** By signing this document, I understand that I am waiving particular rights enumerated below.

To the fullest extent allowed by law, by signing this document, **I hereby agree to waive, discharge, indemnify and hold harmless any and all claims, demands, liabilities, fees, and costs for damage, injury, or death related to the Activity and held by me or any third party against Linn-Benton Community College and its officers, employees, and agents.** This agreement shall be binding upon your heirs, successors, and assigns. I understand and acknowledge that **signing this agreement severely limits my legal rights**, and I agree to waive those rights in consideration of participation in the Activity. I understand that I am not obligated to participate in this activity or to sign this form.

This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

Page (1)

Informed Acknowledge of Hazards and Risks:
Liability Waiver and Indemnification Form

Date/instructor initials_____

READ BEFORE SIGNING: By signing this document, you acknowledge the following: **I have read and do understand page one (1) of INFORMED ACKNOWLEDGMENT OF HAZARDS AND RISK: LIABILITY WAIVER AND INDEMNIFICATION FORM**; and **I am waiving particular rights enumerated on page one (1)**. A complete copy of this form will be provided to me upon request.

DATE _____

IF UNDER 18 YEARS OF AGE, MUST BE SIGNED BY PARENT/GUARDIAN

Printed Name/ Signature

Printed Name/Signature

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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Date/instructor initials _____

Field Trips, Activities or Events: All Rules Apply While Travelling

This activity may include travelling together; sharing lodging, meals and other activities; interacting; and spending time in a group and with other students. It is your responsibility to act appropriately at all times. It is your responsibility to be aware of and follow all safety rules; the Linn-Benton Community College Students' Rights Responsibilities and Conduct guide; the rules for drugs, alcohol, sexual harassment policies; and to report any unsafe, aggressive, threatening, hostile or inappropriate behavior or activities to the LBCC Director of Safety & Loss Prevention, appropriate faculty, advisors, drivers, appointed supervisors, or assistants accompanying the group or authorities if and as appropriate. Participation in this activity is subject to all policies, procedures and Administrative Rules of Linn-Benton Community College.

All Participants, including Drivers and Employees:

"I understand that at all times while participating in traveling for an LBCC activity, field trip or event, I must follow the LBCC conduct code, including the following:

- I must comply with the State Administrative Rule governing "Student Conduct on Field Trips and in Other Official Off-Campus Activities," LBCC AR 7030-04
- I may not possess or drink alcohol at any time during this trip or activity, regardless of my age or legal right to consume alcohol except as in accordance with LBCC AR 5045-01;
- I may not possess or use any illegal (in accordance with federal law, including marijuana, and state laws) drugs or prescription medications not specifically prescribed for me;
- I must follow the LBCC Student Conduct Code and otherwise published rules for the college or this event²;
- I must follow any lawful directions of any LBCC employee or person designated "in charge" for this event;
- I must wear a seatbelt unless I am able to produce proof that I have an approved medical exemption card, per DMV;
- I understand the purpose of this field trip or event and that my behavior must be consistent with that purpose. I further understand that any behavior that is deemed to be disruptive or distracts from the purpose of the event shall be considered a violation of the Student Conduct Code and appropriately will be reported to the Student Conduct and Retention Manager for discipline. I understand college discipline sometimes includes consequences of suspension or expulsion;
- I understand that I have a duty to report to LBCC faculty, staff members, van drivers or any other persons supervising this event any behaviors that I witness that I believe may violate this agreement and to cooperate fully with any information gathering necessary;
- I understand that no student may retaliate against any person providing information to the College in a disciplinary or information gathering process;
- I understand that LBCC is an equal opportunity employer and educator which will accommodate qualified individuals with a disability. I understand that I may request disability accommodations through the Center for Accessibility Resources, RCH-105, 541-917-4832, and should provide them adequate notice of my request for accommodations for this activity or event to allow reasonable time to plan and arrange accommodations according to the documentation and information about my disability that I provide.

Name Printed & Signature/Date: _____

This form must be kept on file for six years by the department sponsoring the field trip. Club files may be kept by the Advisor or submitted to the Student Life office for archiving.

Additional Commitments for Drivers and Others Supervising Students:

- I understand that I must abide by all items noted above, plus those noted below.
- I understand that I have a duty to know and enforce all laws (state and federal) and all rules of the College while performing the responsibilities of a driver for an LBCC event or activity. I will inform the advisor immediately if I become aware of behavior that violates either the law or the LBCC conduct code.
- While traveling, I will either make certain that the advisor reports illegal behavior or I will report that behavior to appropriate legal authorities, local police or sheriff, myself.
- Upon return to the College, I will notify the Student Conduct and Retention Manager and the Director of Safety & Loss Prevention, of any behavior that I believe violated the law or the student conduct code and will cooperate fully with any investigation or information gathering process.
- I understand that when driving on behalf of the college any tickets received or accident that occurs will be reflected on my personal motor vehicle record and must be reported to the Director of Safety & Loss Prevention.

Additional Commitments for Employees and Advisors:

- Prior to leaving for an event, I will notify the Director of Safety & Loss Prevention of any overnight stays involved with the event and will provide:
 - Date and times of travel and date/s student will be staying overnight
 - Address/es of lodging used
 - Event sponsor and associated group/department attending
 - Name of supervising staff
- I understand that as instructor or advisor, I am responsible for the proper application of college policies, or regulations. I understand that it is a prime responsibility of the instructor/advisor to notify students in a timely fashion of the policies, rules, and regulations relating to the excursion or event.
- I understand that I have a duty to enforce all laws and all rules of the College while supervising this event.
- While traveling, I will report any illegal behavior to the appropriate legal authorities, local police or sheriff and the LBCC Director of Safety & Loss Prevention.
- Upon return to the College, I will immediately provide written notice to the Student Conduct and Retention Manager and the Director of Safety & Loss Prevention of any behavior that I believe violated the law or LBCC Student Conduct Code and will cooperate fully with any investigation or information gathering process.

- 1 Administrative Rule 7030-04 is available at the LBCC Paperless Office at <https://www.linnbenton.edu/about-lbcc/administration/policies/board-policies-and-administrative-rules/7000-series-student-services/index.php> , select AR 7030-04
- 2 Student Rights' Responsibilities and Conduct Code is available at <https://www.linnbenton.edu/about-lbcc/administration/policies/board-policies-and-administrative-rules/7000-series-student-services/index.php> , select AR 7030-01

Name: Print, Sign, Date: _____

This form must be kept on file for six years by the department sponsoring the field trip. Club files may be kept by the Advisor or submitted to the Student Life office for archiving.

If Student is a Minor, Parent/Guardian Must Also Print Name, Sign, and Date:

Request for Special Needs or Accommodations

Direct questions about or requests for special needs or accommodations to the LBCC Director of the Center For Accessibility Resources, RCH-105, 6500 Pacific Blvd. SW, Albany, Oregon 97321, Phone [541-917-4789](tel:541-917-4789) or via TTY at [541-917-4703](tel:541-917-4703) or [1-800-735-1232](tel:1-800-735-1232). Make sign language interpreting or real-time transcribing requests 2-4 weeks in advance. Make all other requests at least 72 hours prior to the event. LBCC will make every effort to honor requests. LBCC is an equal opportunity educator and employer.

LBCC Comprehensive Statement of Nondiscrimination

LBCC prohibits unlawful discrimination based on race, color, religion, ethnicity, use of native language, national origin, sex, sexual orientation, gender, gender identity, marital status, disability, veteran status, age, or any other status protected under applicable federal, state, or local laws. For further information see Board Policy BP1015 in our [Board Policies and Administrative Rules](#). Title IX Officers: Scott Rolen, CC-108, 541-917-4425; Jill Childress, T-107A, 541-917-4848. To report: <https://www.linnbenton.edu/about-lbcc/departments-and-contacts/report-an-issue/index.php>.

Student Overnight Travel Information

Emergency Contact and Medical Information

Student's Name	Date of Birth	M	F
()	()	Sex	
Cell Phone Number	Emergency Contact Name		
()	()	()	()
Home Phone	Work Phone	Home Phone	Work Phone
Email Address		Email Address	
Address	City, ST ZIP Code	Address	City, ST ZIP Code

Alternative Emergency Contacts

Secondary Emergency Contact	()	()
	Home Phone	Work Phone
Email Address	Address	
	City, ST ZIP Code	

Any Medical and/or Mental Health Information the Instructor Should Know

Physician's Name	Phone Number
Insurance Company	Policy Number

Allergies/Special Health Considerations

I authorize all medical and surgical treatment, X-ray, laboratory, anesthesia, and other medical and/or hospital procedures as may be performed or prescribed by the attending physician and/or paramedics as needed in an emergency and waive my right to informed consent of treatment. [In the case of a minor: This waiver applies only in the event that neither parent/guardian can be reached in case of an emergency.]

Student Signature [Parent/Guardian if a minor student.]	Date
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For minor students:

I give permission for my Student to go on field/study trips. I release LBCC from liability in case of accident during activities related to LBCC as per the risk acknowledgment waiver signed relative to this activity.

Parent/Guardian Signature	Date
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Witness Signature	Date
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Other documentation needed: Attach to this document a copy of passport data page, driver's license, & airline ticket. Email a digital photo to your instructor.

LINN-BENTON COMMUNITY COLLEGE

EXPLANATION OF COLLEGE LIABILITY INSURANCE IN REPECT TO NON-PAID VOLUNTEERS

****Linn-Benton Community College is very appreciative of the substantial contribution made by parents and other persons who assist in College sponsored activities. It is our desire that these activities be safe and as free from hazard or injury to the volunteer as possible, therefore we urge you to read the following material carefully.****

In the legal sense, volunteers are not considered as employees of the College, therefore Workers' Compensation benefits are not available. If a volunteer is injured or becomes ill while in the normal scope of their duties with the district, any medical expense that results should be referred to the volunteer's own medical insurance provider.

The College does carry **excess automobile liability** for the volunteer, as it does for employees. This will provide coverage for liability over your own personal automobile coverage if you are using your personally owned vehicle while participating in an authorized College approved and sponsored activity. Physical damage to your personal vehicle is not covered under the College's coverage and is the responsibility of you and/or your personal insurance company.

The College is able to insure the legal liability of volunteers, as it does for employees, while they are volunteering for the College. If a volunteer should inadvertently injure someone else, or damage their property in either an automobile or non-automobile situation, this should be reported immediately to their supervisor, the Campus Public Safety Office, and Cliff Carpentier, Safety & Loss Prevention Director. We want to be in a position to respond promptly to any such claims that may be made against you. Because in most instances, both a volunteer's insurance and the College's insurance may apply to a claim, you should also advise the agent for your homeowner's and/or automobile policies of any instances that may occur. The volunteer's insurance will be used first before College insurance is activated. Should any volunteer have a question concerning the availability of the College's insurance coverage, please forward your requests directly to the Safety & Loss Prevention Department. Every effort will be made to give a prompt response.

LINN-BENTON COMMUNITY COLLEGE

VOLUNTEER AUTO USE ACKNOWLEDGEMENT

NAME/DEPT _____
Last Name, First Name and Middle Initial Department/Division

ACTIVITY _____ DATE OF ACTIVITY _____

>>>>>Please read the following information carefully:<<<<<

INSURANCE INFORMATION:

Linn-Benton Community College does not provide primary automobile insurance liability or physical damage insurance coverage to volunteers who provide their own vehicles for College activities.

The College does not accept any liability for bodily injury or property damage arising from your negligence or the negligence of others while you are driving your own vehicle for a district sponsored activity.

As a driver providing your own vehicle for this activity, you are required to carry current valid automobile liability insurance covering bodily injury and property damage. The minimum required limit of liability for bodily injury that you must carry is \$25,000 per person/\$50,000 per accident and \$20,000 per accident for property damage.

Personal Auto Insurance Carrier _____

Policy Number _____ Effective _____

Date _____

DRIVER RESPONSIBILITIES:

- ✓ You are responsible for maintaining your vehicle in a safe condition during the term of this activity.
- ✓ You are responsible for providing the equipment necessary to ensure safe transportation of students or public during this activity (i.e. seat belts for each passenger, tire chains, etc.).
- ✓ You are responsible for not placing children under the age of 13 in the front seat of a vehicle where vehicle air bags are located.
- ✓ You are responsible to follow all current traffic and driving laws.
- ✓ You hereby certify that you have a current and valid driver's license.

Driver's License No. & Exp. Date _____ State Issued _____

As a volunteer driver providing my own vehicle, I hereby acknowledge that I have read and understand the information provided on this form. I accept and agree to the terms and obligations as stated above. I can transport _____ students/passengers in seatbelts.

Volunteer Signature

Date

Administrator Signature

Date